



**Office of the Deputy Mayor for Planning & Economic Development
Government of the District of Columbia
Office of Contracts
2025 M. Street NW, Suite 600 Washington, DC 20036**

Phone: 202 724-8111

REQUEST FOR PROPOSALS

SOLICITATION NO.: DCEB-DMPED-08-R-DEANWOOD

DATE OF ISSUANCE: April 28, 2008

PROPOSAL DUE DATE: May 30, 2008, before 2:00 p.m.

MARKET: FULL & OPEN

**POINT OF CONTACT: JACQUELINE HARRISON, CONTRACT SPECIALIST
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Subject: PROGRAM MANAGEMENT SERVICES FOR DEANWOOD PROJECT

TO: All Offerors

The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED) is seeking a contractor to provide program, project & construction management services in support of the development of Deanwood Recreation Center Project. Detailed information and instructions for proposal submission are described herein.

All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website and click "Procurement Opportunities" to download required compliance documents.

**This RFP strongly encourages the participation of District of Columbia Certified Business Enterprises as certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at:
www.dslbd.dc.gov**

SECTION B: PRICING

- B.1** The District of Columbia Government, Office of the Deputy Mayor for Planning & Economic Development (DMPED), is seeking qualified contractor to perform program, project and construction management services in support of the development of the Deanwood Recreation Center Project is located at 49th and Meade Streets, NE, Washington DC
- B.2** **Designation of Solicitation for the Open Market with 50% Small Business Enterprise Subcontracting Set-Aside**
- This Request for Proposal (RFP) is designated for the OPEN MARKET WITH 50% SUBCONTRACTING SET-ASIDE for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” as amended.
- Certified local, small or disadvantaged business enterprise including SBE’s must be certified in the procurement category of Construction Management/Project Management in order for subcontracting set-aside on this solicitation.
- B.3.** The District contemplates award of a Time and Material contract with a Not-to-Exceed Ceiling Amount. A budget range of \$28M to \$32M has been identified for the construction of the project.
- B.4** **PRICING**

The Contract Line Items Numbers (CLINs) below shall be priced on a time and materials (not-to-exceed) basis for each task to be performed. Prices shall be based on estimated labor hours with proposed fixed labor rates for each phase of work. This supporting information shall be provided. The other direct costs, or ODC’s, shall be estimated as a lump sum, not to exceed amount, with supporting details identifying items and corresponding costs anticipated for each CLIN. Progress payments shall be made against the ODC CLINs on a cost reimbursable basis and in no case shall exceed the proposed amount. Indirect costs, G&A, profit/fee will not be allowed as separate items.

These items are included in the CLINs (labor rates) for each task. Travel, if required by the resultant contract, will be included in the ODCs CLIN and will be compensated on a cost-reimbursement basis within the ceiling costs proposed in that CLIN. Services and deliverables as specified in this document shall be included under the following CLINs. The offeror shall attach a detailed rate schedule that supports the amount proposed for each CLIN. The supporting documentation provided shall define all costs for the following cost elements: (1) Direct Labor Costs, including subconsultant labor costs; (2) Materials & Supplies Costs, and (3) Other Direct Costs. Offerors are to submit the Price Proposal, which consists of the proposed price schedule below and all supporting documentation, in a separate, sealed envelope labeled with the RFP number, the project name labeled “PART 2 – PRICE PROPOSAL”.

BASE PERIOD – DATE OF AWARD AND 12 MONTHS THEREAFTER

CLIN	DESCRIPTION OF SERVICES	UNIT	NOT-TO-EXCEED AMOUNT
001A	Task-1: Program Management Support (inclusive of all sub-tasks within SOW)	Job	\$
001B	Task -2: Project Specific Construction Management Support (inclusive of all sub-tasks within SOW)	Job	\$
001C	Task-3 Construction Phase Services (inclusive of all sub-tasks within SOW)	Job	\$

TOTAL NOT-TO-EXCEED CONTRACT AMOUNT (Base Period).....\$_____

OPTION YEAR ONE - 12 MONTH PERIOD

CLIN	DESCRIPTION OF SERVICES	UNIT	NOT-TO-EXCEED AMOUNT
002A	Task-1: Program Management Support (inclusive of all sub-tasks within SOW)	Job	\$
002B	Task -2: Project Specific Construction Management Support (inclusive of all sub-tasks within SOW)	Job	\$
002C	Task-3 Construction Phase Services (inclusive of all sub-tasks within SOW)	Job	\$

TOTAL NOT-TO-EXCEED CONTRACT AMOUNT (Option Period).....\$_____

SECTION C: SPECIFICATIONS/ STATEMENT OF WORK

C.1 Introduction

The Deanwood Recreation Center project is a co-location project that is located at 49th and Meade streets, NE, Washington DC. The new recreation center facility shall include an in-door leisure swimming pool, locker rooms, gymnasium, game room, full library, child care facilities, toilet facilities, and dedicated senior area, kitchen, and multi purpose facilities. The proposed size building for this facility is 63,000 SF. A budget range of \$28M to \$32M has been identified for the construction of the project. Deanwood Recreation Center will be a LEED designed facility that shall achieve “Silver” status.

The site has existing tennis courts, playground, and swimming pool with house attached, existing field lighting and existing building which all will need to be demolished for the new facility to be built.

The District Government seeks a contractor to assist the Office of the Deputy Mayor for Planning and Economic Development (DMPED) in managing the entire Deanwood Recreation Center project from start to completion, on schedule and within budget.

C.2 Required Services

On behalf of DMPED, a contractor is hereby sought to perform as the Owner’s Representative “agent” for providing general program management services in support of the development of Deanwood Recreation Center Project. The following sections define the types of services that the contractor shall be required to perform as requested by DMPED.

A special emphasis will be placed on achieving superior outcomes for this project, including attaining the following:

- Highest performance and management elements of the project in a manner which renders the project to be completed on-time and within the project budget;
- Achieving all of DMPED’s social and environmental outcomes, including superior LSDBE participation, District resident job-creation and environmental design standards;
- Completing the projects in a manner which positively engages the District residents and the project’s stakeholder communities.

C.3 Task Requirements

Task -1: Program Management Support

The contractor shall provide the following Program Management services:

1. Master Scheduling – The contractor shall be responsible for preparing and maintaining a CPM schedule that incorporates all non-construction related activities (i.e. inter-agency agreements, street openings, and environmental analysis) as well as all phases of the proposed project.
2. Where relevant, the contractor shall review master plans, land use regulations and any other applicable ordinances working with the office of the Deputy Mayor for Planning and Economic Development, coordinate the required submissions on behalf of the Deputy Mayors office for Planning and Economic Development.

3. Capital Funds Planning – The contractor shall be responsible for estimating long-term capital project costs and preparing a cost-loaded schedule in order to assess future capital requirements.
4. Provide a preliminary budget for the Deanwood Community Center and Library drawings and specifications dated May 25th, 2007.
5. Cost Control – The contractor shall assist in establishing and maintaining an integrated cost control system that tracks the project budget, actual costs, accruals, forecasted costs, and variances in sufficient detail to manage on-going activity.
6. Quality Control – The contractor shall assist in establishing internal and external quality control procedures for preparing documents, plans, designs, and executing construction contracts. Additionally, the contractor shall prepare quality control procedures which explicitly relate to the achievement of DMPED'S social and environmental outcomes for each individual project.
7. Records Management – The contractor shall assist in developing and maintaining a comprehensive records management system that tracks all in-coming and out-going correspondence, submittals, RFI's, invoices and other project related records.
8. Review change requests, change orders and proposals and assist DMPED in responding to such requests. This will include assisting DMPED in negotiating changes and preparing the necessary documents.
9. The contractor will be required to develop a concept plan with various options to facilitate cooperation between the Deanwood Community Center and Library and Ron H. Brown School. The Ron H. Brown School is a 4-story, 156,000 SF middle school located at 4800 Meade Street and adjacent to the new Deanwood Community Center and Library. The contractor shall analyze the potential of establishing a physical connection between the new Deanwood Recreation Center and the existing Ron H. Brown School. Given their close proximity we want to maximize the ability of the students to use the new facility.

Task -2: Project Specific Construction Management Support

The contractor shall provide the following Project/Construction Management services:

Preconstruction Services:

1. In coordination with DMPED's procurement and project staff, assist DMPED in selecting all consultants and contractors as needed to complete the project.
2. Design Reviews - The contractor shall generate design comments and reconcile with Architectural/Engineering teams and ensure design completeness and constructability.
3. Coordinate and manage the permit and approval process, including required filings, expediting when necessary, and resolving any issues with governmental authorities.
4. Attend coordination meetings with the Owner's Building Committee, and prepare and distribute minutes to document decision made and direction given therein.
5. Value Engineering – The contractor shall provide recommendations to reduce costs while maintaining the integrity of the project design.

6. Design Document Management - The contractor shall assist with the coordination of design document management, especially with respect to Bid Documents and the achievement of DMPED's social and environmental outcomes.
7. Cost Estimating – The contractor shall provide specific phase and element estimating as well as life-cycle costing analysis.
8. The contractor shall provide recommendations on building materials, equipment and systems.
9. The contractor shall provide recommendations on constructability of design details.
10. The contractor shall develop strategies to minimize adverse affects of labor and materials shortages.
11. The contractor shall provide analysis regarding acquisition and procurement lifecycle.
12. The contractor shall provide recommendations on phasing and fast-tracking strategies.
13. The contractor shall provide detailed plan schedules.
14. The contractor shall facilitate the design team's selection of basic materials and systems such as structure, facades, and site utilities based on structural systems options and preferences regarding cost, performance, constructability, and other aspects considered important.
 - Coordinate efforts with the design team and the DMPED Representative to examine the quality and sufficiency of the design and/or construction documents with particular regard to MEP, structural systems, and infrastructure.
 - Manage the design team in an effort to expedite the production of a suitable set of documents that will allow for the logical development of construction cost budgets.
15. The contractor shall assist in resolving cost, schedule, and design quality issues.
16. The contractor shall provide procurement related support pertaining to developing detailed statements of work and pre-qualification criteria; recommending contractor selection/award methods, identifying qualified contractors, copying and distributing bid packages, conducting pre-bid conferences and issue plans, and evaluating proposals.
17. The contractor shall promote an effective, constructive, decision-making process.
18. Manage the planning, implementation, and execution of demolition/relocation/termination of existing on site facilities/utilities and other items required to facilitate the project.

Task 3: Construction Phase Services

The contractor shall provide following program/project management services this phase:

1. The contractor shall assist the Deputy Mayor's Office for Planning and Economic Development in overseeing and managing the work of the design team, general contractor, and all consultants. The contractor will provide principal staffing to oversee and manage all work related to the project.
2. The contractor shall be required to proactively manage day to day oversight of the design and construction of the project on the behalf of the Deputy Mayor's Office for Planning & Economic Development so as to identify and resolve issues that could adversely impact the achievement of the Deputy Mayor's Office for Economic & Planning Development goals and objectives for this project. Advise the Deputy Mayor's office for Planning & Economic Development on the scope, schedule, budget, and quality of the work performed by the general contractor.

3. The contractor shall be required to hold a bi-weekly progress meeting. This bi-weekly meeting should be attended by the general contractors and DMPED Representative. The contractor will chair the meeting and will be responsible for preparing meeting minute notes and action item agendas based on the meeting.
4. The contractor shall be required to provide DMPED with a monthly status report. The monthly report should be in an agreed upon format and include a discussion of the project schedule and the project budget. The monthly report should also include an executive summary that identifies the key issues and actions that must be taken in the next thirty days.
5. Scheduling - The contractor shall maintain and update Project and Master Program schedules using agreed upon software. Formulate the initial project schedule and maintain during construction utilizing, phasing and critical path method analysis to optimize the completion of construction activities.
6. Develop preliminary schedules for the Owner's review.
7. Maintain on a current basis the project budget. The project budget should be updated as necessary to reflect the projects actual status. An updated project schedule should be included within each monthly report.
8. Prepare and update schedules, recommend phasing of the work or division of the work into packages, prepare cash flow analysis, analyze methods of construction, recommend alternative materials and systems, and provide value engineering analysis as necessary.
9. Coordinate the results of the budgeting, scheduling and pricing exercises with the design team and manage the implementation of changes that grow out of these processes.
10. The contractor shall provide guidance in identifying the philosophy and approach to the selection of subcontractors.
11. The contractor shall provide recommendations on pre-ordering long lead items.
12. Records Management – The contractor shall utilize the approved software for tracking (at a minimum) RFI's, Submittals, Change Order Logs, Daily Reports, Site Observations, Punch-lists and any other utility component of the software deemed mutually beneficial for contract administration and reporting.
13. Maintain a complete set of project files that will be turned over to The Deputy Mayor's Office of Planning and Economic Development at Final Completion. This will include five copies of 1) set of As-built drawings, 2) Owner and Operations Manuals, 3) Testing and Inspection Reports. All deliverables shall be transmitted in CD format in addition to the hard copies listed above.
14. The contractor shall update/maintain field changes to facilitate production of project record drawings.
15. The contractor shall assure quality control during the construction phase of a project.
16. The contractor shall execute the commission and turnover of completed construction elements.
17. The contractor shall provide guidance on contracting approach to achieve project savings and reduce contingency.
18. The contractor shall determine reasonable unit prices for building materials and construction elements.

19. The contractor shall provide guidance to minimize conflicts in the construction documents and to reduce change orders.
20. The contractor shall track and evaluate construction progress.
21. The contractor shall assist DMPED in evaluating and making recommendation for Contractor payments.
22. The contractor shall assist DMPED in coordinating various contractors and trades to maximize productivity.
23. The contractor shall assist collect and review project close-out information. Coordinate and review punch out list, coordinate walk-through as needed to complete final Owner inspections for final completion acceptance.
24. The contractor shall deliver services that cause final completion and turn over of the project to DMPED.

C.4 APPLICABLE DOCUMENTS

The scope of services to be provided by the Contractor is further defined by the following documents, all of which are hereby attached and incorporated by reference.

- A. Deanwood 100% Drawings & Specifications, dated 25 May 2007, - See List of Attachments-Section J

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

N/A

SECTION E: INSPECTION

E.1 INSPECTION:

The inspection and acceptance requirements for the resultant contract will be governed by the [Standard Contract Provisions For Use with Supplies & Services Contracts](#) incorporated herein as [Attachment J.1.A.](#) (located at www.dcbiz.dc.gov under "Procurement Opportunities")

E.2 PARTIAL ACCEPTANCE:

E.2.1 The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under the contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

E.2.2 Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION:

E.3.1 The Contractor shall give the COTR written notice at least fourteen (14) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

E.3.2 The Contractor, COTR and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (30) days after the building or area(s) within the building has been occupied and submit to the COTR a report of the corrections as a condition of final acceptance.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION

The term of this contract shall be from date of award and twelve (12) months thereafter.

F.2 DELIVERABLES:

F.2.1 The Contractor shall submit all the schedules and reports for approval to the COTR. (Refer to G.4.3).

F.2.2 Prior to final acceptance of the project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

F.2.3 The Contractor shall submit to the District, as a deliverable, the report described in section G.34 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to G.34).

F.2.4 The Contractor shall provide a punch list of items found incomplete at the final inspection that does not prevent the facility from being utilized. The items identified in the punch list must be completed within one (1) month after facility has been occupied.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

The District Government may extend the term of this Agreement for a period of one (1) One (1) year option periods, or multiple successive fractions thereof, by written notice to the contractor prior to the expiration of the contract; provided that the District gives the contractor written notice of its intent to extend at least thirty (30) days before the contract expires.

The preliminary notice does not commit the District to an extension.
The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the thirty 30 day notice requirements by providing a written notice to the Contracting Officer.

The prices for the option periods shall be specified Section B. If the District exercises an option, the extended contract shall be considered to include this option provision.

The total duration of this contract including the exercise of any options under this Clause shall not exceed 2 years.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

- G.1.1** The District will make progress payments (refer to G.4) to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.2 below.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - G.2.2.2** Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;
 - G.2.2.3** Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;
 - G.2.2.4** Other supporting documentation or information, as required by the CO;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and
 - G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance.
- G.3.2** The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement

G.4 METHOD OF PAYMENT:

G.4.1 The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

G.4.1.1 The portion of the service provided by the Contractor is accepted by the District;

G.4.1.2 The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete;

G.4.1.3 The Contractor submits the invoice as describe in G.1 for the progress payment.

G.4.2 The COTR will furnish to the Contractor, the following forms:

G.4.2.1 Summary of Progress Payment Breakdown Form;

G.4.2.2 Progress Payment Request Form;

G.4.2.3 Schedule of Values Form.

G.4.3 The Contractor shall prepare and deliver to the COTR for approval:

G.4.3.1 Original and a copy of completed Summary of Progress Payment Breakdown Form within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum price under Section B.4.

G.4.3.2 Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The COTR will direct the progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.

G.4.3.3 Copy of the Schedule of Values pre-approved by the COTR with invoice.

G.4.4 Materials and equipment payments (Where applicable and on as required basis)

G.4.34.1 The District will pay for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the COTR. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the COTR.

G.4.3.4.2 The District will pay the Contractor 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:

G.4.3.4.3 A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that the materials and equipment

will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the COTR.

G.4.3.4.4 A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs.

G.4.3.4.5 A certificate of insurance of a bonded warehouse, in the even the materials/equipment is stored off-site.

G.4.3.4.6 Before approval of the CPM schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the COTR's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the District elects to proceed in this manner, the following shall apply:

G.4.3.4.7 The District will not make any additional payments until the final CPM schedule is approved by COTR.

G.4.3.4.8 The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.

G.4.4 The COTR will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 **ASSIGNMENTS:**

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 **THE QUICK PAYMENT CLAUSE:**

G.6.1 **Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made _____ on or before:

G.6.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.1.1.3 the 15th day after the required payment date for any other item.

- G.6.1.1.4 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

- G.6.3** Contractor Obligation to Flow Down Interest Provision

The Contractor is required to include in any subcontract a provision that requires each subcontractor to include the payment and interest clauses required under paragraphs (1) and (2) of the Quick Payment Act in each subcontractor's contract with any lower-tier subcontractor or supplier.

G.7 CONTRACTING OFFICER (CO):

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by CO. The address and telephone number of the CO is:

***Jonathan R. Butler, Director of Contracts
Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036
202.724.8111***

G.8 AUTHORIZED CHANGES BY THE CO:

G.8.1 In accordance with the Standard Contract Provisions For Use With Supplies and Services Contracts, the CO is the only person authorized to approve changes to any of the requirements of the contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

G.9.1 The COTR is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The COTR for this contract is:

TBD at Time of Award

G.9.2 It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.

G.9.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Contractor to proceed as provided in TERMINATION-DELAYS, of Standard Contract Provisions For Use With Supplies and Services Contracts

G.11 SUBCONTRACTS:

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.11.2 The divisions or sections of the OPM specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.3 The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

- G.11.4** The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
- G.11.5** The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractors for those parts of the work which are specified to be performed by specialty subcontractors.
- G.11.6** The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- G.11.2** The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:
- G.11.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- G.11.2.2** Estimated dollar amount of the subcontract.
- G.11.2.3** Estimated starting and completion dates of the subcontract.
- G.11.2.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.
- G.11.3** Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES:

- G.12.1** If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.
- G.12.2** The Contractor shall use only such entrances to the work area as designated by the COTR.
- G.12.3** Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- G.12.4** The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- G.12.5** The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.

G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of Government property and supplies.

G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

G.12.8 The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.

G.12.9 The normal work-week will be Monday through Friday, 8:00 am to 6:00 pm.

G.13 PATENTS:

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

G.14 SAFETY PRECAUTIONS:

G.14.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

G.14.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

G.15 PROGRESS SCHEDULE:

G.15.1 The Contractor shall submit to the COTR, not later than ten (10) days after official NTP has been issued, one (1) reproducible print plus three (3) copies of an initial Critical Path Method (CPM) schedule diagram plus three copies of computer reports and the narrative for the first 90 days of all the contract activities. Then, within 30 days after the NTP, the Contractor shall submit one (1) reproducible print plus three (3) copies of a complete CPM schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the CPM schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements:

G.15.1.1 Include activities for all Contractor submittals, including but not limited to catalogue-cuts, samples, shop drawings and laboratory tests, approvals by COTR, procurements by Contractor, and delivery of material and equipment to the job site.

G.15.2 Include in each CPM schedule the following details and format:

G.15.2.1 Time scaled in workdays, CPM Network (arrow) diagram with each work activity showing cost and man-loading on arrow system plus a narrative to facilitate monitoring and control of work progress and a tool for measurement of progress payments.

G.15.2.2 Each field work activity shall have a maximum duration of 20 workdays.

G.15.2.3 Each activity shall show all the associated costs for the purpose of progress payment, as required by Section G.4., with no front loading. In addition, the sum total all the activity costs shall equal the total amount of the contract award.

G.15.3 Monthly Progress Updates and Reports:

G.15.4.1 The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of all the activity data and schedules. These reports shall include the actual start, percent complete or finish dates for each activity, as mutually agreed with the COTR plus any approved logic changes.

G.15.4.2 In the case of any logic changes that result in any delay to the contract milestone(s), the Contractor shall submit a revised schedule diagram for approval by the COTR by the next update reporting date.

G.15.5 The Contractor shall complete all work within the time specified under F.1 Time of Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the CO, the Contractor shall incorporate the extension in the next monthly update.

G.16 **GUARANTEE OF WORK:**

G.16.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the District's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.

G.16.2 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

G.16.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CO under the provision of (2) above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

G.16.4 Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the requirements of the Contract Documents, or a waiver of any rights or remedies the District may have with respect to defective or nonconforming Work.

G.17 **PROTECTION:**

Reserved

G.18 UNDERGROUND SERVICES:

Reserved

G.19 EXISTING CONDITIONS:

Reserved

G.20 EROSION AND POLLUTION CONTROL:

Reserved

G.21 GOVERNMENT INSPECTORS:

G.21.1 The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.

G.21.2 The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract in the presence of or absence of an Inspector.

G.21.3 Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.

G.21.4 In case of differences between the schedules and small or large scale drawings, The schedules shall govern.

G.21.5 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

G.23 REFERENCE TO CODES AND REGULATIONS:

G.23.1 Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

G.23.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

G.23.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the submission date of the Request for Proposal (RFP). The RFP will be amended to conform it to such code and regulation changes that occur after the closing date.

G.24 ENGINEERING AND LAYOUT SERVICES:

Reserved

G.25 BUILDING LINES AND BATTER BOARDS:

Reserved

G.26 WALL CHECK:

Reserved

G.27 INTERFERENCE:

Reserved

G.28 PHOTOGRAPHS:

G.28.1 Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs for interior pre-construction. The location of photographs shall be as directed by the COTR. Photographs shall conform to requirements specified below.

G.28.2 Progress Photographs: The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:

G.28.2.1 Size approximately 8 x 10 ½ inches.

G.28.2.2 Taken as directed by the COTR.

G.28.2.3 All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:

G.28.2.3.1 Name of project and Contractor;

G.28.2.3.2 Location of photographs in relation to project;

G.28.2.3.3 Subject matter shown on photographs identified;

G.28.2.3.4 Dates taken; and

G.28.2.3.5 Serial numbers.

G.28.2.4 Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.

G.28.2.5 Number of photographs in each submission:

G.28.2.5.1 Prior to starting work, three (3) (in addition to site condition photographs).

G.28.2.5.2 All other submissions shall be a minimum of four (4).

G.28.2.6 Submitted to the COTR each month.

G.28.3 Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the District, the Contractor shall furnish to the COTR two (2) prints each of four (4) photographs, plus the negatives, as follows:

G.28.3.1 One perspective view of project.

G.28.3.2 Three (3) photographs of areas designated by representatives of the COTR.

G.28.3.3 Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:

G.28.3.3.1 Name of project; and

G.28.3.3.2 View shown on photograph.

- G.28.4** Should the number of photographs provided be other than that specified above, the CO shall issue a change order adjusting the contract amount in accordance with the Standard Contract Provisions.
- G.28.5** All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.
- G.28.6** The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

G.29 **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:**

- G.29.1** The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article labeled "CHANGES", of the Standard Contract Provisions.
- G.29.2** Unless provided in the contract, the following procedure shall be used:
- G.29.2.1** Where the nature of the change is known sufficiently in advance to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.
- G.29.2.2** If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.
- G.29.3** Equitable adjustments shall be determined in the following manner, unless stated in the contract.
- G.29.3.1** Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.
- G.29.3.2** Price Adjustments
- G.29.3.2.1** If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.
- G.29.3.2.2** Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:
- i. Material quantities and unit prices
 - ii. Labor hours and basic hourly rate for each labor classification
 - iii. Fringe benefits rate for each classification
 - iv. Construction equipment
 - v. Overhead

- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

G.29.3.2.3 The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.

G.29.3.2.4 The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

G.29.3.2.5 When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

G.29.3.2.6 Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

G.29.3.2.7 Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail "cause and effect relationship" and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s),

specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

G.29.4 The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

G.29.4.1 New durations for work activities effected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.

G.29.4.2 Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.

G.29.4.3 Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.

G.29.5 If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, Revised January 2007, a contract time extension may be justified.

G.29.5.1 The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

G.29.5.1.1 Reasons/cause and responsibility of each delay

G.29.5.1.2 Inclusive dates of each delay

G.29.5.1.3 Specific trades affected

G.29.5.1.4 Portion (s) of each work contract activity affected and the duration thereof

G.29.5.1.5 Status of work activity affected before delay commenced

G.29.5.1.6 Concurrency of any other delays, including Contractor's own

G.29.5.1.7 Net effect of each delay under this request, on the overall contract completion

G.29.5.1.8 In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

G.29.5.2 All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier

involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.

G.29.5.3 In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

G.29.5.4 In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.29.6 **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

G.29.6.1 Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

G.29.6.2 If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

G.29.6.3 Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

G.29.6.4 The following specific information should be included as cost or pricing data, as applicable:

- G.29.6.4.1** Vendor quotations;
- G.29.6.4.2** Nonrecurring costs;
- G.29.6.4.3** Information on changes in production methods or purchasing volume;
- G.29.6.4.4** Data supporting projections of business prospects and objectives and related operations costs;
- G.29.6.4.5** Unit cost trends such as those associated with labor efficiency;
- G.29.6.4.6** Make or buy decisions;
- G.29.6.4.7** Estimated resources to attain business goals;

G.29.6.4.8 Information on management decisions that could have a significant bearing on costs.

G.29.6.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

G.29.6.5.1 final payment under the contract;

G.29.6.5.2 final termination settlement; or

G.29.6.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.30 SCAFFOLDING:

Reserved

G.31 EXISTING EQUIPMENT REMAINING IN USE:

Reserved

G.32 TESTING AND CARE OF DRAINAGE FACILITIES:

Reserved

G.33 AS-BUILT DRAWINGS:

Reserved

G.34 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

G.34.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

G.34.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:

G.34.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

G.34.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

G.34.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report"), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- G.34.3.1** Number of employees needed;
- G.34.3.2** Number of current employees transferred;
- G.34.3.3** Number of new job openings created;
- G.34.3.4** Number of job openings listed with DOES;
- G.34.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- G.34.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
 - a. Name;
 - b. Social Security number;
 - c. Job title;
 - d. Hire date;
 - e. Residence; and
 - f. Referral source for all new hires.
- G.34.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- G.34.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - G.34.5.1** Document in a report to the CO its compliance with the section G.34.6 of this clause; or
 - G.34.5.2** Submit a request to the CO for a waiver of compliance with section G.34.6 and include the following documentation:
 - G.34.5.2.1** Material supporting a good faith effort to comply;
 - G.34.5.2.2** Referrals provided by DOES and other referral sources;
 - G.34.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - G.34.5.2.4** Any documentation supporting the waiver request pursuant to section G.34.6.
- G.34.6** The CO may waive the provisions of section G.34.4 if the CO finds that:
 - G.34.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - G.34.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- G.34.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- G.34.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- G.34.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.34.5, the CO shall determine whether the Contractor is in compliance or whether a waiver of compliance pursuant to section G.34.5 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the COTR.
- G.34.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.34.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.34.8.
- G.34.9** The provisions of sections G.34.4 through G.34.8 do not apply to nonprofit organizations with 50 employees or less.

G.35 PROJECT PROGRESS/COORDINATION MEETINGS

The Contractor is required to perform the following activities:

- G.35.1** General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.
- G.35.2** Weekly Progress Meetings: Hold weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.
- G.35.3** The Contractor shall maintain a daily log containing a record of weather, subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the District may reasonably require. The log shall be available to the District at all reasonable times.

PART I

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

Reserved

H.2 PERMITS, LICENSES AND CERTIFICATES:

Reserved

H.3 UTILITY CONNECTIONS AND SERVICES:

Reserved

H.4 SHOP DRAWINGS AND CATALOGUE CUTS:

Reserved

H.5 PROPRIETARY RESTRICTIONS:

H.5.1 Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.

H.5.1.1 Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval any item or type of construction which, in the judgment of the CO, expressed in writing is equal to that specified.

H.5.1.2 The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item.

H.6 DEBRIS AND CLEANING:

Reserved

H.7 MATERIALS AND WORKMANSHIP:

H.7.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.7.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.8 STANDARDS:

H.8.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.

- H.8.2** The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.
- H.8.3** Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The District of Columbia Standard Contract Provisions For Use With Supplies and Services Contracts are incorporated herein, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC080003, Modification No. 0 dated 02/08/2008, incorporated herein as Attachment J.1.3.

I.2.2 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of proposal submission, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at www.dcbiz.dc.gov under "Procurement Opportunities". An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

I.5.1 GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:

I.5.1.1 Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$5,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The aggregate limit of liability shall be used or applied separately to the project/location specified in this agreement and stated so within the insurance policy by endorsement. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

I.5.1.2 Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.

I.5.1.3 Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.

I.5.1.4 Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

I.5.2 CERTIFICATE OF INSURANCE. The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.

- I.5.3 DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.
- I.5.4 CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely Responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.5.5 MEASURE OF PAYMENT.** The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum bid price.

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6.2 Non-Discrimination Clause:

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
- I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is

prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.6.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation;
- and
- (e) selection for training and apprenticeship.

I.6.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

I.6.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.6.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.6.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.6.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.6.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.7 CONTRACTS IN EXCESS OF \$1 MILLION:

Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the CO.

I.8 DISPUTES: (Delete Article 14, Disputes, of the Standard Contract Provisions and substitute the following Article 14. Disputes):

I.8.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.8.2 Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

I.8.2.1.1 A description of the claim and the amount in dispute;

I.8.2.1.2 Any data or other information in support of the claim;

I.8.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

I.8.2.1.4 The Contractor's request for relief or other action by the CO.

I.8.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.8.2.3 For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

I.8.2.4 For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

I.8.2.5 The CO's written decision shall do the following:

I.8.2.5.1 Provide a description of the claim or dispute;

I.8.2.5.2 Refer to the pertinent contract terms;

I.8.2.5.3 State the factual areas of agreement and disagreement;

I.8.2.5.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.2.5.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.2.5.6 Indicate that the written document is the CO's final decision; and

I.8.2.5.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.2.6 Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

I.8.2.6.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

I.8.2.6.2 Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

I.8.2.8 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

I.8.2.9 Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.8.3 Claims by the District against a Contractor

I.8.3.1 Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.3.2 The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.

I.8.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.8.3.2.1.1 Provide a description of the claim or dispute;

I.8.3.2.1.2 Refer to the pertinent contract terms;

I.8.3.2.1.3 State the factual areas of agreement and disagreement;

I.8.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.8.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.3.3 The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein. Contractor of his or her rights as provided herein.

I.8.3.4 The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.8.3.5 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.8.4 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.

I.8.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.10 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.11 OTHER CONTRACTORS:

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Pricing (Section-B), (2) Scope (Section C), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions, (6) The Living Wage Act Notice and Fact Sheet, (8) Certifications and Representation (Section K), (9) Contractor's proposal, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

I.13.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

I.13.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which

sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

- I.13.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.13.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.13.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.14 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.15 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) *et seq.*

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:**I.18.1 Environmentally Preferable Products Goals**

I.18.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

I.18.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

I.18.3 Prohibited Paint Components

I.18.3.1 Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene

Dimethyl phthalate
Di-n-butyl phthalate
Ethylbenzene

Toluene (Methylbenzene)
Vinyl Chloride

I.18.4 Packaging

I.18.4.1 Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

I.18.5.1 A contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

I.19.1.1 The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.19.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.19.2 Environmentally Preferable Solvent Products

I.19.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

I.19.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).

- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellosolve (2-butoxyethanol), cellosolve (2-ethoxyethanol), methyl cellosolve (2-methoxyethanol), and cellosolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

I.19.3.1 Health Hazards

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) **Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) **Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

- (a) **Flammable materials** are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

I.19.5 Packaging Reduced/Recyclable

I.19.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

I.19.5.2 No products shall be delivered in aerosol cans.

I.19.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

I.19.6.1 The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

I.20 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.20.1 WAY TO WORK AMENDMENT ACT OF 2006

I.20.1.1 Except as described in H.48.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

I.20.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

I.20.1.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services

under the contract no less than the current living wage rate.

- I.20.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.20.1.5** The Contractor shall provide a copy of the Fact Sheet attached Section J to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Fact Sheet Notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.20.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.20.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.20.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- I.20.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION J: LIST OF ATTACHMENTS

J.1 The following documents are attached to this RFP and incorporated:

- A. Standard Contract Provisions for use with Supplies and Services Contract (download at www.dcbiz.dc.gov under “Procurement Opportunities”)
- B. Deanwood 100% Drawings & Specifications, dated 25 May 2007
- C. Living Wage Act of 2006 Fact Sheet and Notice

J.2 INCORPORATED BY REFERENCE *(The following forms, located at www.dcbiz.dc.gov under “Procurement Opportunities” shall be completed and incorporated with the offer.)*

J.2.1 E.E.O. Information and Mayor’s Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF CONTRACTORS**

As part of their offers in response to this RFP, all offers shall provide the following statements and

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS**

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Bid Bond (N/A)**
- K.6 Certification of Independent Price Determination (N/A)**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.9 Certification as to Type of Business Organization**

K.1

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.2

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or
any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project
director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in
any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.
Providing false information may result in criminal prosecution or administrative sanctions.

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public
Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

_____ Notary Seal	_____ Notary Public
----------------------	------------------------

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the COTR, certification that the Contractor has made and will make timely payments to his/her subcontractor and suppliers per his/her contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

***Jonathan R. Butler, Director of Contracts
Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036***

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K.4

SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between;"> LSDBE Subcontract Value Percentage </div> Set Aside

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ <div style="display: flex;"> <div style="flex: 1;"> Certification Status: _____ (check all that apply) </div> <table border="1" style="margin-left: 10px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> </div>						SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:								

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

FOR CO USE ONLY**(SUBCONTRACTORS LIST CONTINUED)**

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)					
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work	
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: SBE: LBE: DBE: DZE: ROB: LRB: (check all that apply)			Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____		
SUBCONTRACTOR INFORMATION:					
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work	
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: SBE: LBE: DBE: DZE: ROB: LRB: (check all that apply)			Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____		
SUBCONTRACTOR INFORMATION:					
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work	
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: SBE: LBE: DBE: DZE: ROB: LRB: (check all that apply)			Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____		
SUBCONTRACTOR INFORMATION:					
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work	
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: SBE: LBE: DBE: DZE: ROB: LRB: (check all that apply)			Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____		

Date Plan Received by CO: _____

Report: ☐ Acceptable☐ Not Acceptable

Contract Number: _____

Name of CO _____

Signature _____

Date _____

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____						Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____			
Certification Status: (check all that apply)		SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		

K.5

GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S))	HUNDRED(S)	CENTS
	5% OF BID			
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
Seal		

Name & Title (typed)	Name & Title (typed)	
----------------------	----------------------	--

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

- This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
- Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
- Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
- Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
- Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used to calculate the prices in the Bid;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:

- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
- (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (ii) (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- (iii) C. If the Bidder deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7

EMPLOYMENT AGREEMENT

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

Date

Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

K.9

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____

(Country)

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. PRE-PROPOSAL CONFERENCE

L.1.1 A pre-proposal conference to discuss the contents of this Request for Proposals and other pertinent matters will be held at **11:00 a.m. local time, on May 15, 2008**, at the Office of the Deputy Mayor for Planning & Economic Development, 2025 M. St. NW Suite 600, Washington, D.C., 20036 for questions, please call (202) 724- 8111.

L.1.2 Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Proposal Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All other questions must be submitted in writing no later than **March 16, 2008**, in order to generate an official answer prior to the proposal submission date. Official answers will be provided in writing (placed under the respective solicitation) to all prospective bidders via DMPED website at www.dcbiz.dc.gov.

L.2 POST-AWARD CONFERENCE

To Be Determined

L.3 CONTRACTOR / OFFEROR

Whenever the word "Contractor" is used in sections L and M in a pre-award context, it shall mean "offeror".

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.4.1 Each proposal shall be submitted in a sealed envelope conspicuously marked on the outside:

"Proposal in Response to Solicitation No. [DCEB-DMPED-08-R-DEANWOOD](#)

L.4.2 One original and seven copies of each written proposal shall be submitted as well as two compact discs of the proposal. Each proposal shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: (1) Technical Proposal and (2) Price Proposal.

L.4.3 Contractors are referred to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that will allow the District to evaluate the Contractor's response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of the development. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements of this RFP.

L.5 PROPOSAL ORGANIZATION

Each proposal submitted in response to this RFP shall be organized and presented in two separate three ring binders. The first binder shall present the Contractor's Technical Proposal; the second binder shall present the Price Proposal. Each binder shall be organized into tab sections as shown below. Contractors may add an Executive Summary / Introduction at the beginning of each binder. Any additional information not

covered by the sections identified below which a Contractor wishes to include in its proposal shall be presented in a miscellaneous information tab at the end of the appropriate binder.

L.5.1 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall be organized into tabbed sections so as to comprehensively address Section C and all aspects of the Evaluation Criteria-Section M.

L.5.1.1 Section 5: Subcontractor Plan

Submit a plan for full compliance with the LSDBE requirements of the RFP.

L.5.1.2: Section 6: LSDBE Certification and Tax Certification Affidavit

Submit the firm's LSDBE Certification, if applicable and Tax Certification Affidavit.

L.5.1.3: Section 7: Section K Representations, Certifications and Other Statements

Submit the representations, certifications, and other statements required by section K of this RFP.

L.5.2 PRICE PROPOSAL FORMAT

The Contractor shall submit a price proposal that addresses all requirements in Section B of the RFP.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm on May 30, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.6.2 HAND DELIVERY OR MAILING OF BIDS TO:

*Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036
Attn: Contracts Office*

L.6.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS

A Contractor may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.6.4 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.6.5 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.6.6 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than **March 16, 2008**,. The District will furnish responses promptly to all other prospective Contractors via posting to website at www.dcbiz.dc.gov under respective solicitation . An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.10 RESERVED

L.11 PROPOSAL PROTESTS

Any actual or prospective Contractor or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.12 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractors.

L.15 PROPOSAL COSTS

The District is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation.

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in § A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The

District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range.

L.19 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Contractor;

L.19.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 RESERVED

L.21 FAMILIARIZATION WITH CONDITIONS

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

The prospective awardee must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective awardee must submit the documentation listed below, within five (5) days of the request by the District.

L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.22.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.22.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.22.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.22.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.22.8** If the prospective awardee fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective awardee to be non-responsible.

L.23 ACCEPTABLE BID GUARANTEES:

Reserved

L.24 ACCEPTANCE PERIOD:

The contractor agrees that its offer remains valid for a period of 120 calendar days from the submission date/time. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal guarantee for an additional 30 days.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD****M.1.1 Evaluation Procedures**

The District shall evaluate proposals in accordance with the following criteria listed in descending order of importance:

Evaluation Criteria	Points
<p>Project Approach</p> <p>The extent to which the contractor thoroughly describes its approach and methodology to providing program, project and construction management services as defined in Section C. Each element should be discussed with particular emphasis placed on methods, processes and systems that reflects the contractor's breadth and depth in providing such services for this project. The Contractor shall prepare a comprehensive, specific project approach to the requirements outlined in Section C.</p> <p>Also, discuss the following:</p> <ol style="list-style-type: none"> 1. Contractor's internal review or due diligence process during all phases of the project; and 2. Contractor's Quality Control/Quality Assurance during all phases of the project 	40
<p>Previous Experience</p> <p>Provide a minimum of three (3) comprehensive examples and references of previous projects similar in performance, size and scope to the projects described herein. For each project listed, the offeror shall provide the following information:</p> <p>A. The type of project, price or budget range, name and location.</p> <p>B. The names, addresses and phone numbers of the owner/representatives familiar with the offeror's performance regarding cost & budget management (may include owners, project managers, architects or engineers).</p> <p>C. The original bid/proposal price and the final contract price; if the project is on-going, the projected final price shall be provided.</p> <p>D. The original date for schedule completion and actual completion date; if the project is on-going, the projected final completion date shall be provided.</p> <p>E. Indicate any level of LEED certification achieved.</p> <p>F. Indicate a demonstrated track record of administering LSDBE participation in the bidding and execution of construction contracts in the District of Columbia and successful completion of those projects on time and on budget.</p>	25

Evaluation Criteria	Points
Team Organization and Staffing Plan Describe and provide the following: a. List the proposed team of personnel, including any other LSDBE, who would work on this Project and describe their respective roles and responsibilities. b. Provide an organizational chart illustrating the proposed structure for this team and show involved home office staff as well as field staff. Clearly indicate staff members from other firms or from any formal association or joint venture of the offeror. c. Identify the proposed Key Personnel and others who will be participating in the all phases of the project. Include the following: 1. Current Resumes and job description. State the qualifications for providing the appropriate pre-construction and construction services for each team member for projects of similar type and size to project described herein. 2. List of projects completed by the individuals together with the names of the owner and design team. 3. Brief narrative of key qualifications that make each individual suitable for this project. 4. Other projects each individual is concurrently scheduled for participation as a member of another project team during the next year and projected utilization rate (i.e. % of time committed to other projects).	20
Price (See <i>Price Factor</i> below)	15
Total Points	100

M.1.2 Oral Presentations

Each Contractor shall make an oral presentation as scheduled by the District. Information presented by each Contractor at the oral presentations may be used by the District to increase its understanding of the Contractor's proposal. The oral presentation shall not be used by the Contractor to amend its proposal. Time, date & location to be determined.

M.1.3 PRICE FACTOR

The Contractor's proposed price will be evaluated separately. Each price evaluation will be objective. The Contractor with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor's evaluated price score:

$$\frac{\text{Lowest price}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.2.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.2.1.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.2.1.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.2.1.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.2.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.2.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.2.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.3 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.4 Vendor Submission for Preferences

M.2.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.2.4.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.4.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.5 Mandatory Subcontracting Requirement

M.2.5.1 At least 50% of the dollar value of the ECPF Contract shall be subcontracted to small business enterprises. The three phases of this ECPF Contract are: Development; Architectural/Engineer Design; and Construction. The costs of materials, goods, and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods, and supplies are purchased from SBEs.

M.2.5.2 If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.2.6 LBE, SBE, or DBE Prime Contractor Performance Requirements

M.2.6.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.2.6.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.2.7.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint

venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

- M.2.7.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.8 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.3.9 Subcontracting Plan

Any prime contractor responding to this solicitation shall submit with its proposal a notarized statement detailing its subcontracting plan. Once the plan is approved by the Contracting Officer, changes will only occur with the prior written approval of the Contracting Officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.2.9.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.2.9.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.2.9.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.2.9.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.2.9.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.2.9.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.2.9.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.2.10 Compliance Reports

By the 5th of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

1. The dollar amount of the contract or procurement;
2. A brief description of the goods procured or the services contracted for;
3. The name of the business enterprise from which the goods were procured or services contracted;
4. Whether the subcontractors to the contract are certified business enterprises;
5. The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
6. A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.5; and
7. A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.3.5.

M.2.11 Enforcement and Penalties for Breach of Subcontracting Plan

M.2.11.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the Contracting Officer and the Director of DSLBD, and the Contracting Officer determines the contractor's failure to be a material breach of the contract, the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.2.11.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.